

REMARKS

Claims 1-44 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 103(a) Rejection:

The Office Action rejected claims 1-44 under 35 U.S.C. § 103(a) as being unpatentable over Andrews et al. (U.S. Patent 6,285,986) (hereinafter "Andrews") and Treyz et al. (U.S. Patent 6,587,835) (hereinafter "Treyz"). Applicant respectfully traverses this rejection for at least the following reasons.

The cited art fails to anticipate, teach, or suggest **"in response to said detecting a commitment to purchase, making an offer to said purchaser to accept or reject a contract for negotiating said improved terms within a specified time,"** as recited in claim 1. Andrews teaches a bundle system wherein members are able to view, select, and purchase bundles generated and posted by the bundle vendors. Andrews, abstract. When vendors enter products that are available to be included in bundles, vendors may indicate whether they are willing to negotiate terms such as price or quantity if the vendors' products/services are reviewed and chosen for inclusion within a bundle. Andrews, col. 8, lines 9-10 and 42-44. However, this indication of a willingness to "negotiate" with a bundle *vendor* about the price or quantity of a product/service when the product/service is selected for inclusion in a bundle neither teaches nor suggests **"offering a purchaser a contract for negotiating said improved terms" "in response to detecting an issuance of a commitment to purchase,"** as recited in claim 1.

In Andrews, the purchaser of a bundle is not presented with any offer to negotiate improved terms. The indication of a willingness to negotiate mentioned in col. 8, lines 41-59 is between the product/service vendor and the bundle vendor, not the bundle purchaser. The willingness to negotiate in Andrews is performed "if and when this product/service is reviewed and chosen for inclusion within a bundle" by a bundle

vendor. Any potential bundle purchaser is not involved at this point. Andrews is only referring to possible negotiations between the bundle vendor and the vendors of products/services to be included in bundles.

Moreover, the indication of a willingness to negotiate in Andrews is clearly shown in Fig. 4 of Andrews as being part of the bundle product entry process as described at col. 8, line 8 – col. 9, line 35. This process is performed before a bundle including the product/service is even created. **Thus, the willingness to negotiate in Andrews clearly cannot be performed in response to said detecting a commitment to purchase.** Modifying Andrews according to Treyz so that a purchaser of a bundle would make a commitment to purchase has absolutely no bearing on the fact that the willingness to negotiate in Andrews is part of the bundle product entry process, not at the time of purchase.

Furthermore, the willingness to negotiate in Andrews is not **a contract for negotiating improved terms within a specified time.** The bundle vendor and product/service vendor in Andrews do not enter into a contractual agreement for negotiating. The indication of willingness to negotiate in Andrews is not an offer for a binding contract for negotiating. Furthermore, the willingness to negotiate in Andrews is not limited to be performed **within a specified time.**

Applicant also respectfully notes that with respect to claim 1, the cited art fails to anticipate, teach, or suggest “**if said purchaser accepts said offer: conducting a search for said improved terms within said specified time; receiving said improved terms within said specified time; and executing said contract.**” Column 8, lines 45-67 of Andrews simply describes that a product/service vendor may indicate whether the vendor is willing to negotiate terms if the vendor’s product/service is selected for inclusion in a bundle. Column 2, lines 37-48 of Andrews simply describe that a *user* may search for and obtain information about products or services offered by a retail-oriented internet site (col. 2, lines 37-48). There is clearly no description in Andrews of a purchaser accepting a contract for negotiating improved terms within a specified time. Nor is there any

description in Andrews of conducting a search for said improved terms within said specified time; receiving said improved terms within said specified time; and executing said contract.

Treyz's "financial commitment towards making a shopping purchase" (Treyz, col. 11, line 66 – col. 12, line 1) has no relevance to any of the distinctions noted above.

Similar arguments apply to the other independent claims. Applicants also assert that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the independent claims have been shown to be patentably distinct, a further discussion of the dependent claims is not necessary at this time.

CONCLUSION

Applicant submits the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicant hereby petitions for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5596-00300/RCK.

Also enclosed herewith are the following items:

- ☒ Return Receipt Postcard
- ☐ Petition for Extension of Time
- ☐ Notice of Change of Address
- ☐ Fee Authorization Form authorizing a deposit account debit in the amount of \$
for fees ().
- ☐ Other:

Respectfully submitted,



Robert C. Kowert
Reg. No. 39,255
ATTORNEY FOR APPLICANT(S)

Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C.
P.O. Box 398
Austin, TX 78767-0398
Phone: (512) 853-8850

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